

MG01

Particulars of a mortgage or charge



IRIS[™]
LASERFORM

363402/65

A fee is payable with this form

We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page



What this form is for

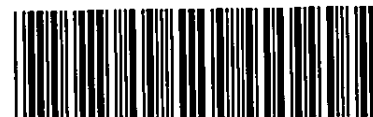
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland



What this form is NOT for

You cannot use this form to regis
particulars of a charge for a Scott
company To do this, please use
form MG01s

THURSDAY



A15 09/09/2010 284
COMPANIES HOUSE

1

Company details

Company number 0 6 9 7 8 9 7 9
Company name in full Koru Trading Limited (the "Chargor")

For official use

→ Filling in this form
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2

Date of creation of charge

Date of creation 2 7 2 0 1 0

3

Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description 22 Guarantee and Debenture dated 27 August 2010 between the Chargor and The Aviary (Leicester)
Limited, Brightcrew Limited, Urgent Aid Limited and Romina Limited (together "the Companies")
and Barclays Bank PLC ("the Debenture")

4

Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured 5 All Indebtedness now or in the future due, owing or incurred (before
or after demand) to the Bank in any manner by the Chargor or any of
the Companies, including in each case all interest, commission, fees,
charges, costs and expenses which the Bank may charge in the
course of its business or incur in respect of the Companies or their
affairs

The interest will be calculated and compounded in accordance with
the Bank's usual practice, before and also after any demand or
judgment

Certain terms used above are defined in attached Schedule

Continuation page
Please use a continuation page if
you need to enter more details

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Particulars of a mortgage or charge

5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page
Please use a continuation page if you need to enter more details

Name	Barclays Bank PLC						
Address	1 Churchill Place, London						
Postcode	E	1	4		5	H	P
Name							
Address							
Postcode							

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page
Please use a continuation page if you need to enter more details

Short particulars

By clause 3 1 of the Debenture the Chargor charged to the Bank with full title guarantee with the payment or discharge of all indebtedness

1 By way of legal mortgage, all Land in England and Wales now vested in the Chargor and not registered at H M Land Registry,

2 by way of fixed charge

(a) all Land in England and Wales now vested in the Chargor and registered at H M Land Registry

(b) all other Land which is now, or in the future becomes, the Chargor's property,

(c) all plant and machinery now or in the future attached to any Land,

(d) all rental and other income and all debts and claims which are due or owing to the Chargor now or in the future under or in connection with any lease, agreement or licence relating to Land,

(e) all the Chargor's Securities,

(f) all insurance and assurance contracts and policies now or in the future held by or otherwise benefiting the Chargor,

- which relate to Assets themselves subject to a fixed charge in favour of the Bank, or
- which are now or in the future deposited by the Chargor with the Bank,

together with all the rights and interests of the Chargor in these contracts and policies (including the benefit of all claims arising and all money payable under them),

(g) all the Chargor's goodwill and uncalled share capital for the time being,

Cont

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Particulars of a mortgage or charge

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Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission allowance or discount

None

8

Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9

Signature

Please sign the form here

Signature

Signature

X

TLT LLP

X

This form must be signed by a person with an interest in the registration of the charge

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Particulars of a mortgage or charge

Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name **PETER SKEN**

Company name **TLT LLP**

Address

Post town

County/Region

Postcode **B S 1 6 T P**

Country

DX **7815 BRISTOL**

Telephone **0117 917 7777**

Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.

Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following.

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee

Important information

Please note that all information on this form will appear on the public record.

How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

Make cheques or postal orders payable to 'Companies House'.

Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland:

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland:

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1

Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged			
	Please give the short particulars of the property mortgaged or charged			
Short particulars	<table border="1"> <thead> <tr> <th data-bbox="298 389 1522 448">Particulars of Property Mortgaged or Charged</th> </tr> </thead> <tbody> <tr> <td data-bbox="298 448 1522 2054"> <p>(h)</p> <ul style="list-style-type: none"> all the Chargor's Intellectual Property, present and future, including any Intellectual Property to which the Chargor is not absolutely entitled or to which it is entitled together with others, the benefit of all agreements and licences now or in the future entered into or enjoyed by the Chargor relating to the use or exploitation of any Intellectual Property in any part of the world, all trade secrets, confidential information and knowhow owned or enjoyed by the Chargor now or in the future in any part of the world, <p>(i)</p> <p>all trade debts now or in the future owing to the Chargor, all other debts now or in the future owing to the Chargor save for those arising on fluctuating accounts with associates (as defined in section 53(3) of the Companies Act 1989)</p> <p>(j) the benefit of all instruments, guarantees, charges, pledges and other rights now or in the future available to the Chargor as security in respect of any Asset itself subject to a fixed charge in favour of the Bank,</p> <p>3 by way of floating charge</p> <p>(a) all the Chargor's Assets which are not effectively charged by the fixed charges detailed above, and</p> <p>(b) without exception all the Chargor's Assets insofar as they are situated for the time being in Scotland,</p> <p>but in each case so that the Chargor shall not without the Bank's prior written consent</p> <ul style="list-style-type: none"> create any mortgage or any fixed or floating charge or other security over any of the Floating Charge Assets (whether having priority over, or ranking pari passu with or subject to, this floating charge), take any other step referred to in clause 5 1 of the Debenture with respect of any of the Floating Charge Assets; sell, transfer, part with or dispose of any of the Floating Charge Assets except by way of sale in the ordinary course of business <p style="text-align: center;">Schedule of Definitions</p> <p>In this form MG01</p> <p>'Agent' means Romima Limited (CRN 05502775) and includes any successor appointed under clause 18 1 of the Debenture,</p> </td> </tr> </tbody> </table>		Particulars of Property Mortgaged or Charged	<p>(h)</p> <ul style="list-style-type: none"> all the Chargor's Intellectual Property, present and future, including any Intellectual Property to which the Chargor is not absolutely entitled or to which it is entitled together with others, the benefit of all agreements and licences now or in the future entered into or enjoyed by the Chargor relating to the use or exploitation of any Intellectual Property in any part of the world, all trade secrets, confidential information and knowhow owned or enjoyed by the Chargor now or in the future in any part of the world, <p>(i)</p> <p>all trade debts now or in the future owing to the Chargor, all other debts now or in the future owing to the Chargor save for those arising on fluctuating accounts with associates (as defined in section 53(3) of the Companies Act 1989)</p> <p>(j) the benefit of all instruments, guarantees, charges, pledges and other rights now or in the future available to the Chargor as security in respect of any Asset itself subject to a fixed charge in favour of the Bank,</p> <p>3 by way of floating charge</p> <p>(a) all the Chargor's Assets which are not effectively charged by the fixed charges detailed above, and</p> <p>(b) without exception all the Chargor's Assets insofar as they are situated for the time being in Scotland,</p> <p>but in each case so that the Chargor shall not without the Bank's prior written consent</p> <ul style="list-style-type: none"> create any mortgage or any fixed or floating charge or other security over any of the Floating Charge Assets (whether having priority over, or ranking pari passu with or subject to, this floating charge), take any other step referred to in clause 5 1 of the Debenture with respect of any of the Floating Charge Assets; sell, transfer, part with or dispose of any of the Floating Charge Assets except by way of sale in the ordinary course of business <p style="text-align: center;">Schedule of Definitions</p> <p>In this form MG01</p> <p>'Agent' means Romima Limited (CRN 05502775) and includes any successor appointed under clause 18 1 of the Debenture,</p>
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Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>'Assets' means all the Chargor's undertaking, property, assets, rights and revenues, whatever and wherever in the world, present and future, and includes each or any of them,</p> <p>'Bank' means Barclays Bank PLC and any transferee or successor whether immediate or derivative,</p> <p>'Companies' means the Chargor and Agent and includes any company which accedes as a party to the Debenture under clause 19 of the Debenture (with effect from the time of its accession),</p> <p>'Floating Charge Assets' means those of the Assets that are for the time being comprised in the floating charge created by clause 3 1 3 of the Debenture but only insofar as concerns that floating charge,</p> <p>'Indebtedness' includes any obligation for the payment or repayment by the Companies to the Bank of money in any currency, whether present or future, actual or contingent, joint or several, whether incurred as principal or surety or in any way whatever, including any liability (secured or unsecured) of the Companies to a third party which subsequently becomes payable to the Bank by assignment or otherwise and including principal, interest, commission, fees and other charges,</p> <p>'Intellectual Property' means all patents (including supplementary protection certificates), utility models, registered and unregistered trade marks (including service marks), rights in passing off, copy rights, database rights, registered and unregistered rights in designs (including in relation to semiconductor products) and, in each case, any extensions and renewals of, and any applications for, these rights,</p> <p>'Intellectual Property Rights' means all and any of the Chargor's Intellectual Property and all other intellectual property rights and other rights, causes of action, interests and assets comprised in clause 3 1 2(h) of the Debenture,</p> <p>'Land' includes freehold and leasehold, and any other estate in, land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (including trade and tenant's fixtures),</p> <p>'now' means on the date of the Debenture and 'present' and 'future' shall be construed accordingly,</p> <p>'Receivables' means all sums of money receivable by the Chargor now or in the future consisting of or payable under or derived from any Assets referred to in clause 3 1 2 of the Debenture,</p> <p>'Securities' means all stocks, shares, debentures, debenture stock, loan stock, bonds and securities issued by any company or person (other than the Chargor) and all other investments (as listed in Part II of Schedule 2 to the Financial Services and Markets Act 2000)</p> <ul style="list-style-type: none"> • which now or in the future represent a holding in a subsidiary undertaking of the Chargor (as 	

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Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

defined in section 258 of the Companies Act 1985 or an undertaking which would be a subsidiary undertaking if a sub-section (2)(a) of that section "30 per cent or more" were substituted for "a majority", or

- the certificates for which are now or in the future deposited by the Chargor with the Bank or which, if uncertificated are held in an escrow or other account in favour of the Bank or held in the name of the Bank or that of its nominee or to the order of the Bank,

including in each case all rights and benefits arising and all money payment in respect of any of them, which by way of conversion, redemption, bonus, option, dividend, interest or otherwise

6684924



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 6978979
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A GUARANTEE & DEBENTURE
DATED 27 AUGUST 2010 AND CREATED BY KORU TRADING
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY AND/OR ALL OR ANY OF THE
COMPANIES NAMED THEREIN TO BARCLAYS BANK PLC ON
ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT
TO CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE
9 SEPTEMBER 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 15 SEPTEMBER
2010

DX



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES